

**STATE OF WASHINGTON
OFFICE OF THE SECRETARY OF STATE
OLYMPIA, WASHINGTON**

REQUEST FOR PROPOSALS

RFP NO. 24-02

PROJECT TITLE: Comprehensive training program for Tribal and Native nonprofit organizations and charities

PROPOSAL DUE DATE: December 1, 2023

EXPECTED TIME PERIOD FOR CONTRACT: January 1, 2024, and end June 30, 2025.

CONSULTANT ELIGIBILITY: This procurement is open to those consultants that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

The Washington State Office of the Secretary of State, Corporations and Charities Division, hereinafter called "OSOS," is initiating this Request for Proposals (RFP) to solicit proposals for the delivery of a comprehensive training program for Indigenous nonprofit organizations and charities in the State of Washington, utilizing content and information provided or developed by the Office of the Secretary of State. OSOS records show there are more than 53,500 registered nonprofit corporations, and approximately 12,000 registered charities (98% of which are nonprofit corporations) in the state. It is likely that more nonprofits should be registered as charities, but do not know about the registration requirement.

1.2 OBJECTIVE

OSOS is seeking a Vendor with the resources and expertise to develop and provide a training program focused on addressing the outreach and education needs of charitable organizations focused on servicing Indigenous/Native American communities and collaborate with OSOS on curriculum for future educational needs.

1.3 MINIMUM QUALIFICATIONS

Vendors submitting proposals must meet the following minimum requirements at the time of proposal submittal to qualify for consideration. The Vendor must be licensed to do business in the State of Washington. The Vendor must be registered to do business with the State and have a current Unified Business Identifier (UBI) number. Failure to be registered with a valid UBI number when responding to the RFP will cause the submission to be nonresponsive and rejected. The Vendor must have at least two years' experience in developing and providing training seminars, with the ability to address the needs of Indigenous nonprofits, both large and small, across Washington State.

Vendor Financial Stability: All information provided will be held in confidence within the proposal evaluation team and not used for any purpose beyond evaluation of the company as a potential business partner for the proposed products and/or services.

- During the past two (2) years and currently, has the company been the subject of any merger or acquisition inquiries? This includes any discussions that led to successful, ongoing, or abandoned proposals. If yes, please provide brief details as permitted.
- During the past two (2) years and currently, has the company initiated any merger or acquisition inquiries to another company? This includes any discussions that led to successful, ongoing, or abandoned proposals. If yes, please provide brief details as permitted.
- During the past two (2) years and currently, has the company undergone bankruptcy proceedings? If yes, please provide brief details as permitted.

1.4 FUNDING

OSOS has budgeted an amount not to exceed \$300,000. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is expected to begin on or about January 1, 2024 and end no later than June 30, 2025. Amendments extending the period of performance, if any, shall be at the sole discretion of OSOS.

1.6 DEFINITIONS

Definitions for the purposes of this RFP include:

Apparent Successful Contractor – the Contractor identified by OSOS, after evaluation of Proposals, who is recommended for contract award.

Contractor – the individual or company submitting a Proposal in order to attain a contract with OSOS.

OSOS – The Office of the Secretary of State, the agency of the state of Washington that is issuing this RFP.

Proposal – A formal offer submitted in response to this solicitation.

RFP – This Request for Proposals.

WEBS – Washington’s Electronic Business Solution, an online vendor registration and bid notification system.

1.7 ADA

OSOS complies with the Americans with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1 RFP COORDINATOR

The RFP Coordinator is the sole point of contact in OSOS for this procurement. All communication between the Consultant and OSOS upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name	Scott Douglas
Address	PO Box 40234
City, State, Zip Code	Olympia, WA 98504-0234
Phone Number	360-725-0310
E-Mail Address	scott.douglas@sos.wa.gov

Any other communication will be considered unofficial and non-binding on OSOS. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2 ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	11/6/2023
Question and answer period	11/7 – 11/17
Last date for questions regarding RFP	11/17
Preproposal conference	11/9
Post Q&As on WEBS and OSOS web site for preproposal conference	11/13
Place complete list of Q&As on WEBS and OSOS web sites	11/20
Last amendment to RFP	11/22
Last day for complaint	11/27
Proposals due	12/1
<i>Evaluate proposals</i>	12/4 – 12/12
Announce “Apparent Successful Bidder” (ASB) and send notification via fax or e-mail to unsuccessful proposers	12/13

Hold debriefing conferences (if requested)	See 4.9
Protest	See 4.10
Negotiate contract	12/13 – 12/26
Sign Contract	12/27
Begin contract work	1/1/2024

OSOS reserves the right to revise the above schedule.

2.3 REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, amendments will be published on WEBS and the OSOS web site, as follows: <http://www.sos.wa.gov/office/procurements.aspx>. For this purpose, the published questions and answers from the preproposal conference and any other pertinent information shall be considered an amendment to the RFP and also placed on these sites.

OSOS also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.4 PREPROPOSAL CONFERENCE

A preproposal conference is scheduled to be held via MS Teams on November 9, 2023 at 10:00 a.m., Pacific time at:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGUxY2E4NWMtNTEyNC00Mml1LWJhMmMtMGQ3MDhkZDcwYWl5%40thead.v2/0?context=%7b%22id%22%3a%22e02dabe2-c2cb-4e7a-a371-63ed1feb65a0%22%2c%22oid%22%3a%2273d59909-e75f-4b97-8beb-b5024d581cf5%22%7d

All prospective Proposers should attend; however, attendance is not mandatory. Written questions may be submitted in advance to the RFP Coordinator. OSOS shall be bound only to written answers to questions. Any oral responses given at the preproposal conference shall be considered unofficial.

On November 13, 2023, a copy of the questions and answers from the preproposal conference will be placed on WEBS and OSOS web site as follows: OSOS web site: <http://www.sos.wa.gov/office/procurements.aspx>.

2.5 SUBMISSION OF PROPOSALS

Vendors are required to submit an electronic copy of their proposal. The proposal must be received by OSOS no later than 4:00 p.m., December 1, 2023. Attachments to the e-mail shall be in Microsoft Word or PDF format.

The proposal is to be sent to the RFP Coordinator at the e-mail address noted in Section 2.1.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of OSOS.

The Consultant's Response must respond to all of the solicitation requirements. Do not respond by referencing material presented elsewhere. The e-mailed Response shall be considered complete and stand on its own merits. Failure to respond to any portions may result in rejection of the proposal as non-responsive.

Include Consultant's contact information for this RFP with name, title, email, and telephone number.

The Apparent Successful Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this

solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances form, Exhibit A to this solicitation. All exceptions to the contract terms and conditions must be submitted as an attachment to Exhibit A, Certifications and Assurances form. The OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.6 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of OSOS.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Deputy Secretary of State and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined under the Public Records Act, Chapter 42.56 RCW.

Any information in the proposal that the Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56.270 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Proposer is making the claim. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

OSOS will consider a Proposer's request for exemption from disclosure; however, OSOS will make a decision predicated upon chapter 42.56 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Proposer must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.56.120 or in the OSOS's rules and statutes. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.7 MINORITY & WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goals for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at 360-753-9693 to obtain information on certified firms.

2.8 OFFER IN EFFECT FOR 60 CALENDAR DAYS

Proposer agrees that it may not modify, withdraw or cancel its proposal for a 60-day period following the RFP due date or receipt of best and final offer, if required.

2.9 RESULTING CONTRACT.

This RFP and any addenda, the Proposer's RFP response, including any amendments, a best and final offer (if any), and any clarification question responses shall be incorporated by reference in any resulting contract.

2.10 RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Consultant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

OSOS also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.11 MOST FAVORABLE TERMS

OSOS reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. OSOS reserves the right to contact a Consultant for clarification of its proposal. OSOS reserves the right to enact a best and final offer (BAFO). If so enacted the procedure is described in Section 4.

2.12 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample Service Contract and its general terms and conditions attached as Exhibit B. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation. The Consultant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. OSOS will review requested exceptions and accept or reject the same at its sole discretion.

2.13 COSTS TO PROPOSE

OSOS will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.14 NO OBLIGATION TO CONTRACT

This RFP does not obligate the state of Washington or OSOS to contract for services specified herein.

2.15 REJECTION OF PROPOSALS

OSOS reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.16 COMMITMENT OF FUNDS

The Assistant Secretary of State or Deputy Secretary of State are the only individuals who may legally commit OSOS to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.17 ELECTRONIC PAYMENT

The state of Washington prefers to utilize electronic payment in its transactions. The successful contractor will be provided a form to complete with the contract to authorize such payment method.

2.18 INSURANCE COVERAGE

Should a contract be awarded pursuant to this RFQQ, the Contractor will be required to provide insurance coverage as described in Main Section of Service Contract.

Worker's Compensation Coverage

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENTS

Proposals must be submitted electronically on eight and one-half by eleven (8 1/2 x 11) inch paper format. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP).
2. Technical Proposal.
3. Management Proposal.
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked "mandatory" must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked "scored" are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the state of Washington Department of Revenue.
- Location of the facility from which the Consultant would operate.
- Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Consultant's organization. If following a review of this information, it is determined by OSOS that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.

3.2 TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- A. Project Approach/Methodology** – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey Consultant's understanding of the proposed project.
- B. Work Plan** – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of OSOS staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- C. Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- D. Deliverables** – Fully describe deliverables to be submitted under the proposed contract.
- E. Outcomes and Performance Measurement** – Describe the impacts/outcomes the consultants propose to achieve as a result of the delivery of these services including how these outcomes would be monitored, measured and reported to the state OSOS.

3.3 MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** - Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.
2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of OSOS.

B. Experience of the Consultant (SCORED)

1. Indicate the experience the Consultant and any subcontractors have in the following areas:
 - Developing and delivering training to Indigenous organizations and/or organizations serving Indigenous communities;
 - Outreach and engagement with Indigenous communities in the State of Washington;
 - Delivering education, training, and support to nonprofit and charitable organizations.
2. Indicate other relevant experience that indicates the qualifications of the Consultant, and any subcontractors, for the performance of the potential contract.

3. Include a list of contracts the Consultant has had during the last five years that relate to the Consultant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

C. References (SCORED)

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Consultant must grant permission to OSOS to contact the references. Do not include current OSOS staff as references. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the Consultant or any subcontractor contracted with the state of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Consultant's staff or subcontractor's staff was an employee of the state of Washington during the past 24 months, or is currently a Washington state employee, identify the individual by name, OSOS division previously or currently employed by, job title or position held and separation date.
3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.
4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. OSOS will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

E. OMWBE Certification (Optional)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4 COST PROPOSAL

The maximum fee for this contract must be \$300,000 or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Costs are to be identified per deliverable. The Consultant's Cost Proposal should be a listing of costs per prescribed deliverable. Each deliverable will be billable upon acceptance by OSOS and will be billable at the amount of the cost proposal for the given deliverable item.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women’s Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Consultant’s total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

4.1 RESPONSIVENESS

4.1.1. “Responsible” and “Responsive”

A “**Responsible Offeror**” is an offeror who meets the elements demonstrating ability, integrity, and performance set out in RCW 39.26.160(2) and RFP 23-01.

A “**Responsive Offeror**” is an offeror who has submitted an offer which meets all the minimum mandatory requirements and specifications for the products and solicited in RFP 23-01.

4.1.2. Classification of Proposals as Responsive or Nonresponsive. OSOS shall initially classify all proposals as either "responsive" or "nonresponsive" RCW 39.26.160(1)(ii). OSOS may deem a proposal nonresponsive if: (1) any of the required information is not provided; (2) the submitted price is found to be excessive or inadequate as measured by the RFP criteria; or (3) the proposal does not meet RFP requirements and specifications. OSOS may find any proposal to be nonresponsive at any time during the procurement process. If OSOS deems a proposal nonresponsive, it will not be considered further. The RFP Coordinator will notify the offeror by email.

4.2 EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal – 35%		70 points
Project Approach/Methodology	15 points (maximum)	
Quality of Work Plan	35 points (maximum)	
Project Schedule	10 points (maximum)	
Project Deliverables	10 points (maximum)	
Management Proposal – 30%		60 points
Project Team Structure/		
Internal Controls	15 points (maximum)	
Staff Qualifications/Experience	15 points (maximum)	
Experience of the Consultant	30 points (maximum)	
Cost Proposal – 35%		70 points
Sub-Total		200 points
References [top-scoring proposer(s) only]		10 points

GRAND TOTAL FOR WRITTEN PROPOSAL

210 POINTS

References may be contacted for the top-scoring proposer(s) only and will then be scored and added to the total score.

4.3 EVALUATION OF PROPOSALS.

The RFP Coordinator and an evaluation committee, herein jointly called "Committee," will evaluate all responsive and responsible proposals based on stated criteria and recommend an award. The Committee may initiate discussion, negotiation, or a best and final offer. In scoring against stated criteria, the Committee may consider such factors as accepted industry standards and a comparative evaluation of other proposals in terms of differing price and quality. These scores will be used to determine the most advantageous offering to OSOS.

4.4 OPPORTUNITY FOR DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION.

After receipt of proposals and prior to the recommendation of award, the RFP Coordinator may initiate discussions with one or more Proposers should clarification or negotiation be necessary. The RFP Coordinator, at his/her sole discretion, may elect to select the top scoring finalists from the written evaluation. This cut-off for highest scoring proposer(s) is based on several considerations including responsiveness, qualifications, competitiveness, suitability of the products and services offered, cost and economy, ability of the vendor to perform, and so on. Those proposers in the top scoring field may be asked to make oral presentations to clarify their RFP response or to further define their offer. Should RFP Coordinator elect to hold oral presentations, the top-scoring firm(s) will be contacted to schedule a date, time and location for the presentation.

4.5 REQUEST FOR DOCUMENTS NOTICE.

Upon concurrence with the Committee's recommendation, the RFP Coordinator will request from the highest scoring Proposer the required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material (e.g., proposal, response to clarification questions, and/or best and final offer), and any other necessary documents. Receipt of this request does not constitute a contract and no work may begin until a contract signed by all parties is in place. The RFP Coordinator will notify all other Proposers of the State's selection.

4.6 CONTRACT EXECUTION.

Upon receipt of all required materials, a contract (Exhibit B) incorporating the Standard Terms and Conditions, as well as the highest scoring Proposer's proposal, will be provided to the highest scoring Proposer for signature. The highest scoring Proposer will be expected to accept and agree to all material requirements contained in Exhibit B of this RFP. If the highest scoring Proposer does not accept all material requirements, the State may move to the next highest scoring Proposer, or cancel the RFP. Work under the contract may begin when the contract is signed by all parties.

4.7 NOTIFICATION TO PROPOSERS

Firms whose proposals have not been selected for further negotiation or award will be notified via FAX or by e-mail.

4.8 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is faxed/e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.9 PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed five (5) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or OSOS policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) OSOS's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by OSOS. OSOS director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Consultant which submitted a proposal, such Consultant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold OSOS's action; or
- Find only technical or harmless errors in OSOS's acquisition process and determine OSOS to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide OSOS options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If OSOS determines that the protest is without merit, OSOS will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

The protest decision is final and no appeal is available. If a protesting bidder does not accept the OSOS protest response the bidder may try to seek relief from superior court.

5. RFP EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Small Business Self-Certification Statement
- Exhibit C Contractor Certification for Executive Order 18-03 – Workers' Rights
- Exhibit D Service Contract Format including General Terms and Conditions (GT&Cs)

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct. **Any exceptions to these assurances are described in full detail on a separate page and attached to this document.**
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by OSOS without further negotiation, except where obviously required by lack of certainty in key terms, or by processing of a BAFO.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the State of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity.
5. I/we understand that OSOS will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of OSOS, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Date

Title _____

